

SILVANO B. MARCHESI (SBN 42965)  
 County Counsel  
 BERNARD L. KNAPP (SBN 111720)  
 Deputy County Counsel  
 COUNTY OF CONTRA COSTA  
 651 Pine Street, 9th Floor  
 Martinez, California 94553  
 Telephone: (925) 335-1800  
 Facsimile: (925) 335-1866  
 Email: bknap@cc.cccounty.us

Attorneys for Defendants  
 CONTRA COSTA COUNTY and  
 KEITH RICHTER

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

CLARK WALKER,  
 Plaintiff,

v.

CONTRA COSTA COUNTY and  
 KEITH RICHTER,  
 Defendants.

C 03 3723 TEH  
 (CONSOLIDATED CASES)

C 03 3723 TEH

CLARK WALKER,  
 Plaintiff,

v.

CONTRA COSTA COUNTY; KEITH  
 RICHTER and RICHARD GRACE,  
 Defendants.

C 05 2800 TEH

STIPULATED PROTECTIVE  
 ORDER FOR DISCOVERY OF  
 PERSONNEL DOCUMENT DATED  
 DECEMBER 22, 2005

Plaintiff CLARK WALKER and Defendants CONTRA COSTA COUNTY,  
 KEITH RICHTER ("RICHTER") and RICHARD GRACE ("GRACE"), by and through their  
 respective counsel, agree and stipulate that a copy of a memorandum dated December 22, 2005,  
 from Keith Richter to John Ross contained in Ross' personnel file, shall be produced to counsel

1 for plaintiff on or before five business days after entry of this stipulated order by the Court,  
2 subject to the following protective conditions:

3 1. The document produced shall remain confidential, and shall be marked confidential;  
4 therefore all parties who obtain any part of the document must sign an Agreement to be Bound  
5 by Protective Order ("Agreement"), which is attached hereto as Exhibit "A."

6 2. Use of the document produced shall be limited to plaintiff's counsel of record, any of  
7 counsel's staff, hired experts, and authors or recipients of the document, who are reasonably  
8 necessary to assist counsel prepare for this litigation. Disclosure to authors or recipients shall  
9 not constitute a waiver of confidentiality under any circumstance;

10 3. Plaintiff shall not file any protected document in public record of this action without  
11 written permission of defendants or a court order secured by appropriate notice. Exhibits  
12 consisting of protected documents sought to be used in pretrial motions shall be submitted to  
13 the court under seal pursuant to the procedure outlined by local rule 79.5. The parties shall  
14 meet and confer to discuss the manner of presenting protected documents to the court at time of  
15 trial and the parties' positions shall be presented to Judge Henderson for decision as to how this  
16 document should be handled at trial as part of the pretrial conference statement indicating what  
17 is agreed to and what is in dispute. Protected documents shall be listed by date, bates number,  
18 general subject, author and recipient and identified as documents subject to this protective order  
19 in the list of exhibits to be provided by the parties to the court with the pretrial statements.

20 4. Unless otherwise ordered by the Court or agreed to in writing by the Defendants,  
21 within sixty (60) days after the final termination of this action, Plaintiff's counsel must return  
22 the document to defendants' counsel. As used in this subdivision, the document includes all  
23 copies, abstracts, compilations, summaries or other form of reproducing or capturing any of the  
24 confidential information, with the exception of counsel's attorney work product. With  
25 permission in writing from defendants' counsel, plaintiff's counsel may destroy some or all of  
26 the document instead of returning it. Whether the document is returned or destroyed, plaintiff's  
27 counsel must submit a written certification to defendants' counsel within the above sixty (60)  
28

1 day deadline. The certification shall identify by category all the information that was returned  
 2 or destroyed and that affirms that the plaintiff's counsel has not retained any copies, abstracts,  
 3 compilations, summaries or other form of reproducing or capturing any of the document.  
 4 Notwithstanding this provision, counsel are entitled to retain an archival copy of all pleadings,  
 5 motion papers, legal memoranda, correspondence or attorney work product, even if such  
 6 materials contain the document. Any such archival copies that contain or constitute the  
 7 document remain subject to this protective order and any modifications thereof until otherwise  
 8 directed by the Court on noticed motion or agreed to in writing by Defendants Richter and  
 9 Grace.

10 5. Plaintiff's counsel may arrange to return the document by writing to defendants'  
 11 counsel who will make arrangements for the returned document to be picked up by a County  
 12 representative and the County will arrange for the destruction of said document.

13 6. Nothing in this stipulation abridges the right of any person to seek modification by  
 14 the Court in the future. A request for modification of this Protective Order may be made by any  
 15 party upon written notice to the opposing party.

16  
 17 DATED: 3/16/06

SILVANO B. MARCHESI, County Counsel

18  
 19  
 20 By: 

BERNARD L. KNAPP  
 Deputy County Counsel  
 Attorneys for Defendants  
 CONTRA COSTA COUNTY,  
 KEITH RICHTER and  
 RICHARD GRACE

21  
 22  
 23  
 24 DATED: 3/23/06

PRICE AND ASSOCIATES

25  
 26 By: 

PAMELA Y. PRICE  
 Attorneys for Plaintiff  
 CLARK WALKER

ORDER

Pursuant to the foregoing Stipulation of the parties, and good cause appearing therefore, IT IS SO ORDERED.

DATED: \_\_\_\_\_

3/31/06



JUDGE THELTON E. HENDERSON  
UNITED STATES DISTRICT COURT

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States District Court  
for the Northern District of California on [date] in the case of *Clark Walker v. County of Contra*  
*Costa, et al.*, Case No. C 03 3723 (TEH) JL. I agree to comply with and to be bound by all the  
terms of this Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance with the  
provisions of this Order. I further agree to submit to the jurisdiction of the United States  
District Court for the Northern District of California for the purpose of enforcing the terms of  
this Stipulated Protective Order, even if such enforcement proceedings occur after termination  
of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]